

PATHVANTA – TERMS AND CONDITIONS OF SALE

Australia | Goods, Software and Services

Date: 01July026

Private & Confidential

1. Definitions and interpretation

1.1 In these Terms, unless the context requires otherwise:

Term	Meaning
ACL	Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended from time to time.
Company, Pathvanta, we, us or our	Pathvanta Corporation Pty Ltd (ACN 696411775) and its successors and permitted assigns.
Confidential Information	all non-public information concerning Pathvanta, its Related Bodies Corporate, products, pricing, customers, suppliers, technology, software, business plans, trade secrets, know-how, drawings, manuals, data, security information and any information marked or reasonably understood to be confidential.
Customer, you or your	the person, entity or organisation that orders, purchases, receives, accesses or uses Goods, Software or Services from Pathvanta.
Delivery	delivery, collection, dispatch or making available of Goods, Software or Services in accordance with these Terms or the relevant Order.
Goods	all products, equipment, devices, instruments, consumables, parts, accessories, documentation and other goods supplied or to be supplied by Pathvanta.
Insolvency Event	any insolvency, administration, receivership, liquidation, winding up, controller appointment, statutory demand default, scheme or arrangement with creditors, inability to pay debts, suspension of payment, deregistration step or analogous event.
Intellectual Property Rights	all present and future intellectual property rights, including patents, copyright, trade marks, designs, circuit layouts, domain names, trade secrets, know-how and rights in software, data, databases and confidential information.
Loss	loss, liability, damage, cost, charge, expense, penalty, fine, outgoing and legal cost, including on a full indemnity basis where legally recoverable.
Non-Excluded Guarantees	any statutory guarantees, rights, remedies, warranties or conditions that cannot lawfully be excluded, restricted or modified, including under the ACL.
Order	a purchase order, online order, account application, acceptance of quotation, order form or other request for Goods, Software or Services.
PPSA and PPSR	the Personal Property Securities Act 2009 (Cth) and the Personal Property Securities Register established under that Act.
Price	the price for Goods, Software or Services stated in a quotation, price list, order confirmation, invoice or other written communication from Pathvanta, excluding GST unless stated otherwise.
Services	any installation, configuration, maintenance, repair, calibration, training, consulting, remote support or other services supplied by Pathvanta.
Software	software, firmware, applications, embedded code, updates, patches, interfaces, APIs and related documentation supplied or made available by Pathvanta, whether embedded in Goods or supplied separately.
Terms	these Terms and Conditions of Sale, as amended in accordance with clause 21.

1.2 Headings are for convenience only and do not affect interpretation. A reference to law includes any amendment, replacement or re-enactment. A reference to including, for example or similar wording does not limit what else may be included.

2. Application of Terms

2.1 These Terms apply to all quotations, Orders, sales and supplies of Goods, Software and Services by Pathvanta in Australia, unless Pathvanta signs a separate written agreement that expressly overrides these Terms.

2.2 The Customer accepts these Terms by placing an Order, accepting a quotation, paying any amount, taking Delivery, accessing Software or otherwise proceeding with a transaction with Pathvanta.

2.3 These Terms prevail over any inconsistent or additional terms in a Customer purchase order, portal, procurement document, delivery docket, consignment note or other document, even if signed or processed by Pathvanta, unless Pathvanta expressly agrees otherwise in writing.

2.4 If there is an inconsistency, the order of precedence is: (a) a written master agreement signed by both parties; (b) any special conditions accepted by Pathvanta in writing for the relevant Order; (c) these Terms; and (d) the Order or invoice, but only to the extent accepted by Pathvanta.

2.5 Where these Terms confer a discretion, right or remedy on Pathvanta, Pathvanta may exercise that discretion, right or remedy acting reasonably and for legitimate business purposes, except where the context requires otherwise and to the extent permitted by law.

3. Quotations and Orders

3.1 A quotation is an invitation to treat only and is not an offer capable of acceptance by the Customer unless it expressly states otherwise.

3.2 Unless withdrawn earlier, a quotation is valid for the period stated in it or, if no period is stated, 30 days from its date.

3.3 An Order is not binding on Pathvanta unless and until Pathvanta accepts it in writing, issues an order confirmation or dispatches the relevant Goods or makes the Software or Services available.

3.4 Pathvanta may reject an Order in whole or in part, including where Goods are unavailable, credit is not approved, export or regulatory restrictions apply, or the Order contains incorrect pricing, product codes, quantities or specifications.

3.5 The Customer may not cancel, defer or vary an accepted Order without Pathvanta's prior written consent. Pathvanta may condition consent on payment of costs already incurred, restocking costs, supplier cancellation charges, freight, labour, foreign exchange losses and a reasonable administration charge.

4. Prices, GST and other charges

4.1 Prices are exclusive of GST, delivery charges, insurance, customs duty, import charges, bank fees, regulatory charges and other taxes or imposts unless Pathvanta expressly states otherwise.

4.2 The Customer must pay GST and other applicable taxes at the same time and in the same manner as the Price.

4.3 Pathvanta may correct clerical, typographical, system, catalogue or pricing errors at any time before accepting an Order. Where an error is identified after acceptance, Pathvanta may request a reasonable correction and the Customer may cancel the affected Order if the correction materially increases the Price.

4.4 For future Orders, Pathvanta may update its price list, freight charges or surcharges by giving reasonable notice or by publishing the updated price list. Updates do not retrospectively change the Price of an Order already accepted, unless the parties agree otherwise.

4.5 If costs outside Pathvanta's reasonable control materially increase after an Order is accepted, including exchange rates, supplier costs, tariffs, duties, freight, insurance, regulatory or shipping charges, Pathvanta may pass through the increase if it gives supporting information and the Customer may cancel the undelivered affected part if the increase is material.

5. Payment, credit and default

5.1 Unless Pathvanta has approved a credit account, the Customer must pay in cleared funds before Delivery. If credit is approved, payment is due within 30 days from invoice date or as otherwise agreed in writing.

5.2 Payment must be made without set-off, counterclaim, deduction or withholding unless required by law or agreed by Pathvanta in writing.

5.3 Pathvanta may set, vary, suspend or withdraw a Customer's credit limit acting reasonably, including after a material adverse change in creditworthiness, late payment, suspected fraud, breach of these Terms or an Insolvency Event.

5.4 If any amount is overdue, Pathvanta may, without limiting other rights, suspend supply, withhold Delivery, require cash on delivery, cancel undelivered Orders, require immediate payment of all amounts outstanding, recover possession of unpaid Goods and charge interest on overdue amounts at the Reserve Bank of Australia cash rate plus 6% per annum, calculated daily.

5.5 The Customer must reimburse Pathvanta for reasonable enforcement and collection costs incurred because of non-payment, including mercantile agent costs, dishonour fees, legal costs and PPSR enforcement costs, to the extent legally recoverable.

5.6 Pathvanta may apply payments received from the Customer to any debt owed by the Customer to Pathvanta in any order Pathvanta reasonably determines.

6. Delivery, delay and risk

6.1 Pathvanta will use reasonable endeavours to deliver Goods to the delivery point stated in the Order, but delivery dates are estimates only unless Pathvanta expressly agrees in writing that time is of the essence.

6.2 Pathvanta may deliver by instalments. Delay, short delivery or defect in an instalment does not entitle the Customer to reject later instalments or cancel the balance of the Order, except to the extent required by law.

6.3 Risk in Goods passes to the Customer at the earliest of: (a) collection by the Customer or its carrier; (b) dispatch from Pathvanta's warehouse or supplier where the carrier is arranged or nominated by the Customer; (c) Delivery to the delivery point; or (d) the time Delivery is attempted but delayed by the Customer or its site requirements.

6.4 The Customer must ensure safe, lawful and reasonable access for Delivery, installation and retrieval. The Customer is responsible for site readiness, lifting equipment, permits, security access, infection control requirements and any site induction unless Pathvanta agrees otherwise in writing.

6.5 If Delivery is delayed by the Customer, Pathvanta may store the Goods at the Customer's risk and charge reasonable storage, demurrage, insurance, re-delivery and administration costs.

6.6 Subject to the Non-Excluded Guarantees, Pathvanta is not liable for loss arising from delayed or failed Delivery to the extent caused by events outside Pathvanta's reasonable control or by third-party carriers, suppliers or site conditions.

7. Inspection, acceptance, returns and recalls

7.1 The Customer must inspect Goods promptly on Delivery and notify Pathvanta in writing of visible damage, short delivery or incorrect Goods within 7 days after Delivery, giving invoice details, photographs where relevant and reasonable particulars of the issue.

7.2 Defect claims must be notified as soon as reasonably practicable after discovery. No notification period in these Terms limits any Non-Excluded Guarantee.

7.3 Goods may not be returned without a return material authorisation number issued by Pathvanta. Returned Goods must be safely packed, decontaminated where relevant, accompanied by the RMA number and proof of purchase, and returned in accordance with Pathvanta's reasonable instructions.

7.4 Subject to the Non-Excluded Guarantees, Pathvanta is not required to accept return of Goods that are custom made, special order, installed, used, damaged after Delivery, no longer in saleable condition, missing accessories or manuals, expired, sterile or otherwise unsuitable for resale.

7.5 For approved change-of-mind or commercial returns not required by law, Pathvanta may charge a reasonable restocking fee and the Customer bears return freight, insurance and risk in transit.

7.6 The Customer must promptly assist Pathvanta with any safety alert, field action, product correction, recall, service campaign or regulatory notice concerning the Goods or Software, including by identifying end users and ceasing use where instructed.

8. Title retention and PPSA

8.1 Title to Goods remains with Pathvanta and does not pass to the Customer until the Customer has paid in full all amounts owing to Pathvanta on any account.

8.2 Until title passes, the Customer holds the Goods as bailee for Pathvanta, must keep them identifiable, insured and in good condition, must not create or allow any competing security interest over them, and must not sell or dispose of them except in the ordinary course of business for market value.

8.3 If the Customer sells Goods before title passes, the Customer sells as principal but must hold the proceeds of sale on trust for Pathvanta to the extent of amounts owing and must keep those proceeds separate and identifiable where practicable.

8.4 The Customer grants Pathvanta a security interest, including a purchase money security interest to the extent applicable, in all Goods supplied now or in the future, their proceeds, accessions and commingled goods, to secure all amounts owed to Pathvanta.

8.5 The Customer consents to Pathvanta registering and maintaining any PPSR registration Pathvanta considers necessary or desirable. The Customer must provide information and do all things reasonably required to perfect, maintain and enforce Pathvanta's security interest.

8.6 To the extent permitted by the PPSA, the Customer waives its right to receive notices or statements under the PPSA that may lawfully be excluded. The Customer must not register or allow anything that would adversely affect Pathvanta's security interest.

8.7 If the Customer defaults, Pathvanta may enter premises where Goods are located, without committing trespass and using reasonable force where lawful, to inspect, seize or recover Goods in which Pathvanta has title or a security interest. The Customer must procure access rights from any occupier.

9. Consumer law, warranties and exclusions

9.1 Nothing in these Terms excludes, restricts or modifies any Non-Excluded Guarantee or any liability that cannot lawfully be excluded, restricted or modified.

9.2 If the Customer is entitled to a remedy under the ACL or another Non-Excluded Guarantee, Pathvanta will provide the remedy required by law.

9.3 Subject to the Non-Excluded Guarantees, Pathvanta's warranty against defects is set out in Schedule 1 and is the only express product warranty given by Pathvanta unless Pathvanta gives a separate written warranty for a specific product.

9.4 Subject to the Non-Excluded Guarantees, all conditions, warranties and representations that would otherwise be implied by statute, common law, equity, trade, custom or usage are excluded to the maximum extent permitted by law.

9.5 Any advice, recommendation or assistance provided by Pathvanta is given on the basis of information supplied by the Customer. The Customer remains responsible for determining whether Goods, Software and Services are suitable for the Customer's intended purpose, site, regulatory environment and end users.

10. Software licence and digital materials

10.1 Software is licensed, not sold. Subject to payment, Pathvanta grants the Customer a non-exclusive, non-transferable, revocable licence to use the Software in object code form only, solely with the relevant Goods and solely for the Customer's internal business operations.

10.2 The Customer must not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, circumvent, benchmark, sublicense, rent, lend, make available as a service bureau, remove proprietary notices from, or create derivative works of the Software, except to the extent expressly permitted by non-excludable law.

10.3 Software may contain third-party components or be subject to third-party licence terms. Those terms apply in addition to these Terms and prevail to the extent of any direct inconsistency concerning the relevant third-party component.

10.4 Pathvanta does not warrant that Software, remote support, online services or interfaces will be uninterrupted, error-free, cyber-incident free or compatible with all Customer systems. The Customer is responsible for backups, cybersecurity controls, user access, network configuration and lawful use of data.

10.5 Pathvanta may suspend access to Software or remote services where reasonably necessary to protect security, comply with law, prevent misuse, protect Pathvanta's systems or respond to non-payment or material breach.

11. Services, installation and site work

11.1 Where Pathvanta supplies Services, the Customer must provide accurate information, safe access, suitable facilities, required approvals, competent personnel and any site-specific equipment not expressly included in Pathvanta's scope.

11.2 Pathvanta may charge additional amounts for waiting time, repeat visits, out-of-hours work, failed access, unsafe site conditions, additional Customer requirements, changes in scope or work caused by inaccurate Customer information.

11.3 The Customer must ensure that any equipment, environment, samples, biological materials, chemicals, data or systems provided to Pathvanta are safe, lawful, accurately described and free from contamination or hazards except as disclosed in writing before Pathvanta commences work.

11.4 Pathvanta may refuse or suspend site work where it reasonably considers that health and safety, biosecurity, regulatory, security or site conditions present an unacceptable risk.

12. Compliance, export control and regulated use

12.1 The Customer must comply with all laws, permits, licences, standards and regulatory requirements concerning the purchase, import, export, installation, possession, marketing, resale, calibration, maintenance and use of Goods, Software and Services.

12.2 The Customer must not export, re-export, transfer, supply or use Goods, Software or technical information in breach of applicable export controls, sanctions, anti-bribery, anti-money laundering, modern slavery, defence trade, customs or restricted end-use laws.

12.3 Unless Pathvanta expressly agrees in writing, the Customer is solely responsible for determining whether Goods, Software or Services are suitable for clinical, diagnostic, research, laboratory, safety-critical, regulated or other special applications.

12.4 The Customer must not remove, alter or obscure serial numbers, safety markings, warnings, product labels, regulatory marks or documentation supplied with Goods.

13. Intellectual property

13.1 Pathvanta and its licensors retain all Intellectual Property Rights in Goods, Software, Services, documentation, designs, specifications, drawings, training materials, reports, know-how, modifications, enhancements and other materials supplied or developed by or for Pathvanta.

13.2 No Intellectual Property Rights transfer to the Customer except for the limited licence expressly granted under these Terms or a separate written agreement signed by Pathvanta.

13.3 If the Customer provides materials, data, specifications or instructions, the Customer grants Pathvanta a non-exclusive, royalty-free licence to use them to perform the relevant Order and warrants that doing so will not infringe third-party rights.

13.4 The Customer must not register, challenge, misuse or assist another person to challenge or misuse any Pathvanta Intellectual Property Rights, trade marks, branding, domain names or confidential know-how.

14. Confidentiality

14.1 The Customer must keep Pathvanta's Confidential Information confidential and must use it only for the purpose of assessing, purchasing, receiving or using Goods, Software or Services in accordance with these Terms.

14.2 The Customer may disclose Confidential Information only to its officers, employees, professional advisers and contractors who need to know it for the permitted purpose and who are bound by confidentiality obligations no less protective than these Terms.

14.3 Confidentiality obligations do not apply to information the Customer can prove is publicly available other than through breach, already known without restriction, independently developed without use of Confidential Information, or lawfully received from a third party without breach.

14.4 If compelled by law to disclose Confidential Information, the Customer must, where lawful and practicable, give Pathvanta prompt notice and reasonable assistance to seek protective treatment.

14.5 The Customer must promptly notify Pathvanta of any unauthorised access, use or disclosure of Confidential Information and must return or destroy Confidential Information on request, except to the extent retention is required by law or routine backup procedures.

14.6 The obligations in this clause survive for 5 years after disclosure, except for trade secrets and highly sensitive technical, pricing, customer and security information, which remain protected for so long as they are not public through no breach by the Customer.

15. Privacy, credit checks and data

15.1 Pathvanta may collect, use and disclose personal information about the Customer, its personnel, directors, guarantors and trade referees for account administration, supply, support, credit assessment, debt collection, compliance, safety, recall and relationship management purposes.

15.2 Where the Privacy Act 1988 (Cth) applies, Pathvanta will handle personal information in accordance with that Act, the Australian Privacy Principles and Pathvanta's applicable privacy policy.

15.3 The Customer warrants that it has obtained all consents and given all notices required for Pathvanta to collect and use personal information supplied by the Customer, including contact details, site access details and technical support information.

15.4 For credit accounts, Pathvanta may obtain and exchange information with trade referees, bankers, credit providers, credit reporting bodies, insurers and collection agents, to the extent permitted by law. Additional notices or consents may be required for individuals, sole traders, directors or guarantors.

16. Limitation of liability

16.1 This clause is subject to the Non-Excluded Guarantees and does not limit liability that cannot lawfully be limited, including liability for fraud or wilful misconduct.

16.2 To the maximum extent permitted by law, Pathvanta is not liable for indirect, special, consequential, exemplary or punitive loss, loss of profit, revenue, goodwill, data, use, production, opportunity or anticipated savings, or business interruption, whether arising in contract, tort, negligence, statute, equity or otherwise.

16.3 To the maximum extent permitted by law, Pathvanta's aggregate liability arising out of or in connection with an Order is limited to the amount paid by the Customer to Pathvanta for the affected Goods, Software or Services under that Order in the 12 months before the event giving rise to the claim.

16.4 Where the ACL permits limitation of liability for failure to comply with a guarantee, Pathvanta's liability is limited, at Pathvanta's option, to replacement, repair, resupply, payment of the cost of replacement, repair or resupply, or refund of the price paid for the affected supply.

16.5 The Customer must take reasonable steps to mitigate loss and must notify Pathvanta promptly of any claim or circumstance that may give rise to a claim.

17. Customer indemnity

17.1 The Customer indemnifies Pathvanta against Loss suffered or incurred by Pathvanta to the extent caused by the Customer's breach of these Terms, negligence, wilful misconduct, unlawful act or omission, misuse of Goods or Software, inaccurate information, unsafe site, unauthorised modification, failure to follow instructions, breach of compliance obligations, or claims by the Customer's customers or end users arising from the Customer's acts or omissions.

17.2 The indemnity is reduced to the extent the Loss is caused by Pathvanta's negligence, breach of these Terms or wilful misconduct.

17.3 The Customer must not make statements, warranties or representations about Goods, Software or Services that are inconsistent with Pathvanta's written materials or not approved by Pathvanta.

18. Termination and suspension

18.1 Pathvanta may terminate or suspend an Order or the Customer's account by written notice if the Customer fails to pay on time, materially breaches these Terms, suffers an Insolvency Event, ceases or threatens to cease business, provides materially inaccurate information, creates an unacceptable compliance or safety risk, or if supply becomes unlawful or impracticable.

18.2 If termination occurs, all unpaid amounts become immediately due and Pathvanta may invoice for work performed, costs incurred and non-cancellable commitments entered into before termination.

18.3 Termination does not affect accrued rights, payment obligations, title retention, PPSA rights, confidentiality, IP, limitation of liability, indemnities, governing law or any clause intended to survive.

19. Force majeure

19.1 Pathvanta is not liable for delay or failure to perform to the extent caused by events beyond its reasonable control, including acts of God, pandemic, epidemic, fire, flood, storm, cyber incident, labour dispute, supplier failure, shipping disruption, shortage of materials, government action, sanctions, war, terrorism, civil unrest, utility failure, customs delay or regulatory change.

19.2 Pathvanta may extend time for performance, allocate limited stock between customers, obtain substitute supply, suspend performance or cancel affected Orders if a force majeure event continues for more than 60 days or makes supply commercially impracticable.

20. Disputes

20.1 A party must notify the other party of any dispute and provide reasonable particulars. Senior representatives must meet or confer in good faith to attempt to resolve the dispute within 15 business days after notice.

20.2 Nothing prevents Pathvanta from seeking urgent injunctive, declaratory or recovery relief, enforcing payment obligations, protecting Confidential Information or Intellectual Property Rights, or exercising PPSA rights.

21. Variation and updates

21.1 Pathvanta may update these Terms from time to time for future Orders by giving reasonable notice, publishing revised Terms or providing them with a quotation or order confirmation.

21.2 Updated Terms do not apply retrospectively to Orders already accepted unless required by law or agreed by the Customer. If a Customer places an Order after receiving or being given access to updated Terms, the updated Terms apply to that Order.

22. Assignment, subcontracting and related entities

22.1 The Customer must not assign, novate or transfer any rights or obligations without Pathvanta's prior written consent, which must not be unreasonably withheld where the assignee is creditworthy and agrees to be bound by these Terms.

22.2 Pathvanta may assign debts, subcontract performance, or assign or novate its rights and obligations to a Related Body Corporate, purchaser of its business or financier, provided this does not materially reduce the Customer's rights under an accepted Order.

23. Notices

23.1 Notices must be in writing and sent by hand, prepaid post or email to the addresses last notified by the parties. Email notice is deemed received when sent unless the sender receives an automated delivery failure notice.

23.2 The Customer must promptly notify Pathvanta of changes to its legal name, ABN/ACN, address, ownership, control, contact details or financial position that may affect credit or PPSR registration.

24. General

24.1 These Terms and any accepted Order constitute the entire agreement for the relevant supply and supersede prior discussions, representations and understandings, except for fraudulent misrepresentation and Non-Excluded Guarantees.

24.2 A waiver is effective only if in writing and signed by the waiving party. A delay or failure to exercise a right is not a waiver.

24.3 If any provision is invalid, void, illegal or unenforceable, it must be read down to the extent necessary to make it valid and enforceable, or severed if read down is not possible. The remaining provisions continue in force.

24.4 These Terms are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to hear appeals from them.

Schedule 1 – Warranty against defects

1. Warranty provider: Pathvanta Corporation Pty Ltd (ACN 696411775)

2. Warranty period: 12 months from the date of Delivery, unless Pathvanta gives a different written warranty for the relevant Goods.

3. What is covered: subject to the Non-Excluded Guarantees and these Terms, Pathvanta will repair or replace Goods that Pathvanta determines are defective in materials or workmanship under normal use during the warranty period.

4. How to claim: the Customer must contact Pathvanta using the details above, provide proof of purchase, invoice number, serial number if applicable, a description of the defect, photographs where available and any other reasonable information requested by Pathvanta. Pathvanta may issue an RMA number and return instructions.

5. Expenses: unless required otherwise by law or agreed by Pathvanta, the Customer is responsible for safely packing the Goods and paying freight, insurance, decontamination and site access costs for warranty assessment. If Pathvanta accepts a warranty claim, Pathvanta will bear reasonable costs of repair or replacement and return freight within Australia, unless a Non-Excluded Guarantee requires a different remedy.

6. Exclusions: this warranty does not cover defects or loss caused by fair wear and tear, misuse, neglect, accident, improper storage, installation or maintenance, unauthorised modification or repair, use outside specifications, unsuitable environment, consumables, contamination, power surge, cyber incident, use with unauthorised accessories or software, or failure to follow manuals or written instructions.

7. Mandatory ACL text: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8. This warranty is in addition to, and does not limit, any rights or remedies the Customer may have under the Australian Consumer Law or other Non-Excluded Guarantees.

Schedule 2 – Acceptance / account application acknowledgement

The Customer acknowledges that it has read and agrees to these Terms and Conditions of Sale.

Customer legal name	
ABN/ACN/NZBN	
Authorised signatory	
Name and title	
Date	